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9 Attorneys for Capital One Auto Finance, a
10 division of Capital One, N.A.

11 **UNITED STATES BANKRUPTCY COURT**

12 **DISTRICT OF ARIZONA**

13 In re:

14 Steven Ryan Dial and Sandi Dial,

15 Debtors.

Chapter 7 Proceeding

No. 2:20-bk-03096-MCW

**MOTION FOR RELIEF FROM THE
AUTOMATIC STAY**

16 Capital One Auto Finance, a division of Capital
17 One, N.A.,

18 Movant,

19 v.

20 Steven Ryan Dial and Sandi Dial,

21 Respondents.

Property Description:

2017 Kia Sedona VIN

KNDMB5C11H6247338

(hereafter the "Collateral")

22 Capital One Auto Finance, a division of Capital One, N.A. (hereafter the "**Movant**" or
23 "**Creditor**") is a creditor possessing a lien upon property more particularly described below.

24 Movant contends it is entitled relief from the automatic stay because the contract secured by the
25 Collateral is in default. Relief is requested under 11 U.S.C. §362(d)(1) and (d)(2) and (h)(1).

26 Movant requests the court to find:

- a. That cause exists to terminate the automatic stay;

1 b. Waiving the fourteen (14) day provision of Bankruptcy Rule 4001(a)(3) that would
2 stay the effectiveness of any Order is appropriate;

3 c. That any Order lifting the stay will be binding in the event this matter is converted
4 to another proceeding under the Bankruptcy Code; and,

5 d. That Movant may file an amended proof of claim for any deficiency balance within
6 thirty (30) days of disposition of the Collateral, or by the claims bar date, whichever is
7 later.

8 The following Memorandum of Points and Authorities support this Motion.

9 MEMORANDUM OF POINTS AND AUTHORITIES

10 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157(b)(2)(G)
11 and 11 U.S.C. § 362.

12 2. **Steven Ryan Dial and Sandi Dial** shall be referred to as the “**Debtors**”. Sandi
13 Dial executed and delivered to Creditor a contract (hereafter the “**Contract**”).

14 3. Repayment of all amounts due on the Contract is secured with the following
15 described collateral:

16 **2017 Kia Sedona VIN KNDMB5C11H6247338**

17 (hereafter referred to as the “**Collateral**”)

18 4. Exhibit 1 is a true and correct copy of the Contract and it is incorporated herein by
19 reference.

20 5. The Creditor’s lien on the Collateral is properly perfected. See Exhibit 2: Records
21 from the Arizona Department of Transportation, Motor Vehicle Division reflecting Creditor’s lien.

22 6. Movant is the owner and holder of the Contract and the documents securing
23 repayment of all amounts due.

24 7. Payments have not been made pursuant to the terms of the Contract and the failure
25 to make timely payments prejudices Creditor.

26 8. There is little or no equity in the Collateral.

9. The amount of the debt as of the Petition date was \$19,186.25.

10. The Kelley Blue Book (“**KBB**”) values the Collateral at \$5,021.00. See Exhibit 3: Valuation Evidence.

11. The Debtors filed a statement of intention to surrender the Collateral, and their counsel executed and delivered a surrender letter to Creditor. See Exhibit 4. The Debtors surrendered the Collateral to Creditor.

12. Movant is entitled to relief from the Automatic Stay for cause.

13. Movant further request the Court waive the provisions of Bankruptcy Rule 4001(a)(3), which would stay the order for relief until the expiration of 14 days after the entry of the order.

14. A copy of the proposed form of order is attached.

LEGAL ANALYSIS

Pursuant to Bankruptcy Code § 362(d)(1) relief from the automatic stay shall be granted “for cause,” including, without limitation, lack of adequate protection. *See*, 11 U.S.C. §362(d)(1). In addition, a party with an interest in property is entitled to relief from the automatic stay if: (i) the debtor lacks equity in the property, *and* (ii) the property is not necessary for an effective reorganization that is in prospect. *See*, 11 U.S.C. § 362(d)(2); *United Sav. Ass’n of Texas v. Timbers of Inwood Forest Assoc., Ltd.*, 484 U.S. 365, 108 S. Ct. 626, 98 L.Ed.2d 740 (1988).

REQUEST FOR RELIEF

For the reasons set forth above, Movant respectfully requests the following:

A. That cause exists to terminate the automatic stay;

B. Waiving the fourteen (14) day provision of Bankruptcy Rule 4001(a)(3) that would stay the effectiveness of any Order is appropriate;

C. That any Order lifting the stay be binding in the event this matter is converted to another proceeding under the Bankruptcy Code; and

1 D. That Movant may file an amended proof of claim for any deficiency balance within
2 thirty (30) days of disposition of the Collateral, or by the claims bar date, whichever is later.

3 Dated: August 16, 2020.

4
5 WINDTBERG & ZDANCEWICZ, PLC
6 /s/ Michael Zdancewicz (#012426)
7 Michael Zdancewicz
8 Post Office Box 51826
Phoenix, Arizona 85076
Attorneys for Capital One Auto Finance, a
division of Capital One, N.A.

9 Certificate of Service

10 I certify that on August 16, 2020, a true and correct copy of the above and foregoing was
11 served upon the following parties via electronic means as listed on the Court's ECF noticing
12 system, if available, otherwise by regular first-class mail:

11 Jill H. Ford
12 P.O. Box 5845
13 Carefree, AZ 85377

Sandra C. Oswalt
John D. Yohe
Oswalt Law Group, P.C.
3933 South McClintock Drive Suite 500
Tempe AZ 85282

14
15 Sandi Dial
16 1336 South Spur
Mesa AZ 85204

Steven Ryan Dial
1336 South Spur
Mesa AZ 85204

17 /s/ Michael Zdancewicz
18
19
20
21
22
23
24
25
26

Dealer Number XXXXXXXXXX Contract Number

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will finance your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

Exhibit 1

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

2. Total Downtime = _____

Trade-In _____ (New) _____ (Used) _____ (Model) _____

Gross Trade-In Allowance	\$ _____	N/A
Less Pay Off Made By Seller	\$ _____	N/A
Equals Net Trade In	\$ _____	N/A
+ Cash	\$ _____	N/A
+ Other	\$ _____	N/A

(If total downtime is negative, enter "0" and see prior credit or lease balance. Item 1C) \$ _____ 0.00 (2)

23,793.98

4. Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts):

A Government License Insurance Requirement 1 to 3 to the Insurance Company or Companies.			
Life	\$	N/A	
Disability	\$	N/A	\$ N/A
B Other Optional Insurance Paid to Insurance Company or Companies	\$		\$ N/A
C Optional Gap Contract			\$ 651.00
D Official Fees Paid to Government Agencies	\$		\$ N/A
E Government Taxes Not Included in Cash Price	\$		\$ N/A
F Government License and/or Registration Fees (Identify)	REG/LICENSE FEES	\$	\$ 471.00

G Government Certificate of Title Fees		\$	4,000
H Other Charges (Seller must identify who is paid and describe purpose)			
to	N/A	for	N/A
\$	N/A		N/A
to	N/A	for	N/A
\$	N/A		N/A
to	N/A	for	N/A
\$	N/A		N/A
to	N/A	for	N/A
\$	N/A		N/A
to	N/A	for	N/A
\$	N/A		N/A
to	N/A	for	N/A
\$	N/A		N/A
to	N/A	for	N/A
\$	N/A		N/A
Total Other Charges and Amounts Paid to Others on Your Behalf			\$ 1,125.00(4)

If the "Amount Financed" exceeds \$55,800 or if the motor vehicle is primarily for commercial use, the "Amount Financed" is also the "Final Cash Price Balance" and the "Total of Payments" is also the "Time Balance".

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/

FOR USED VEHICLES ONLY

The Seller hereby warrants that this vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. You (the purchaser) will have to pay up to \$25.00 for each of the first two repairs if the warranty is violated.

ATTENTION PURCHASER; SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATENCIÓN COMPRADOR: FIRMAR AQUÍ SOLAMENTE SI EL VENDEDOR LE HA DICHO QUE EL VEHÍCULO TIENE EL/L OS SIGUIENTE(S) PROBLEMA(S) Y QUE USTED ESTÁ DE ACUERDO EN COMPRAR EL VEHÍCULO BAJO ESTOS TÉRMINOS:

1. _____ N/A 2. _____ N/A 3. _____ N/A

X Buyer Signs _____ (Date) X Co-Buyer Signs _____ (Date)

WARRANTIES

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, except as described above for used vehicles. Making no such warranties means that the Seller is selling the vehicle as is, expressly warranted or guaranteed and without any implied warranties of merchantability (except as described above) or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

☐ IF THE BOX IS CHECKED, THIS CONTRACT IS SUBJECT TO A BROKER FEE PAID BY THE SELLER TO

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees.

or for legal cause, you cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

You acknowledge an express intent to grant a security interest in the vehicle and hereby waive and abandon all personal property exemptions granted upon the vehicle, which is the subject of this contract. NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH PROPERTY EXEMPT FROM PROCESS.

HOW THIS CONTRACT CAN BE CHANGED. This contract is made by the undersigned parties, and it is the intent of the parties that it be binding and enforceable. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Seller Signs X Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. No delay or defense from enforcing any of our rights under this contract without losing them. For example, we may spend the time (or make some payments) without expecting the time (or make some payments) from others.

NOTICE TO THE BUYER: (1) Do not sign this contract before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract you sign.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave you, and you agreed to take and read, a copy of the policy. You confirm that you received a completely filled-in copy when you signed it.

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

The Arizona Department of Financial Institutions regulates the Seller and can be contacted at 2510 North 44th Street, Suite 100, Phoenix, Arizona 85018 (602) 255-4421 if you have any complaints concerning this contract.

X
 Cover Signs _____ Date 05/14/18
 X

Co-Buyer Signs _____ Date _____ SEE BACK FOR OTHER IMPORTANT TERMS AND AGREEMENTS.

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but

Other owner signs here **X** _____ Date _____ Address _____

Case 2:20-bk-03096-MCW Doc

Detail by 10/2/00 Title Mail
LAW FORM NO. 553-AZ (REV. 1/78)
 ©2010 The Royaltel and Royaltel Company. TO ORDER: www.roytel.com 1-800-344-0395 fax 1-800-531-9221
 THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.
 ORIGINAL LEGAL COPY

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed with a day counted as 1/365th of a year (or 1/366th in a leap year).
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree to expose the vehicle to normal wear and tear, and not to use it for any purpose other than personal, family, or household use, or for any commercial purpose, or for any purpose that is illegal, unsafe, or against public policy. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
 • The vehicle and all parts or goods put on it.
 • All money or goods received (proceeds) for the vehicle;
 • All insurance, maintenance, service, or other contracts we finance for you; and
 • All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.
 If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, we will subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
 If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promise (default), we may demand that you pay all you owe on this contract at once. Default means:
 • You do not pay any payment on time;
 • You give us false, incomplete, or misleading information on a credit application;
 • You start a proceeding in bankruptcy or one is started against you or your property; or
 • You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **Debtor's Liability for Failure to Return Vehicle:** If you are in default, we may send you a notice of default. It is unlawful to fail to return a motor vehicle subject to a security interest within 30 days after receiving notice of default. A notice of default may be mailed to the address on the contract. It is your responsibility to keep the listed address current. Unlawful failure to return a motor vehicle subject to a security interest is a class B felony. Assuming there are no aggravating circumstances, and you have no prior felony convictions, the maximum penalty is 1.5 years in prison and a \$150,000 fine.

- d. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any reasonable collection costs we incur as the law allows.
- e. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- f. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- g. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
 We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- h. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados.
La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

5. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

6. APPLICABLE LAW

Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

7. SELLER'S RIGHTS IN ABSENCE OF CREDIT APPROVAL:

(a) You agree to furnish us any documentation necessary to verify information contained in the credit application. (b) You acknowledge that it may take a few days for us to verify your credit and assign this contract. (c) In the event of our agreeing to deliver the vehicle, you agree that if we are unable to assign the contract to any one of the financial institutions with which we regularly do business pursuant to terms of assignment acceptable to us, we may cancel this contract. (d) In the event we cancel this contract, we shall give you notice of the cancellation. Upon delivery of such notice, you shall immediately return the vehicle to us in the same condition as when sold reasonable wear and tear excepted. We agree, upon cancellation of this contract to restore to you all consideration we received in connection with this contract, including any trade-in vehicle. (e) In the event the vehicle is not immediately returned to us upon notice of our cancellation of this contract, you agree to pay and shall be liable to us for all expenses incurred by us in obtaining possession of the vehicle, including attorney's fees, and we shall have the right to repossess the vehicle with the right of entry whenever the vehicle may be found, as the law allows. (f) While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle shall be in full force and all risk of loss or damage in the vehicle shall be assumed by you, you shall pay all reasonable repair costs related to any damage sustained by the vehicle while in your possession or control and until the vehicle is returned to us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

GUARANTY

The undersigned, jointly and severally, guarantee payment of all amounts owing under this contract and the payment upon demand of the entire amount owing on this contract in the event of default in payment by Buyer named therein. The undersigned waives notice of performance, demands for performance, notice of non-performance, protests, notice of protests, notice of dishonor, notice of acceptance of this Guaranty, of any extensions in time of payment, or sale of any of the collateral and of all other notices to which the undersigned would be otherwise entitled by law and agrees to pay all amounts owing thereunder upon demand, without requiring any action or proceeding against Buyer, and specifically waives any right to require action against Buyer as provided in A.R.S. §§ 12-1641 *et seq.* The undersigned agree to deliver to Seller or, after assignment, to Assignee timely financial statements and any other information relating to the undersigned's financial condition as may be reasonably requested. The undersigned acknowledges receipt from the Seller, prior to signing below, of a separate "Notice to Cosigner."

DATED AT	GUARANTOR
DATED AT	GUARANTOR

Marital Community Property Joinder: The undersigned spouse of the Guarantor joins in the execution of this guaranty for the purpose of binding the marital property of the Guarantor, and the undersigned, in accordance with A.R.S. § 25-214 or other applicable law. THE UNDERSIGNED SPOUSE OF THE GUARANTOR ACKNOWLEDGES RECEIPT FROM THE SELLER, PRIOR TO SIGNING BELOW, OF A SEPARATE "NOTICE TO COSIGNER."

Date	Spouse of the Guarantor
------	-------------------------

ARIZONA CERTIFICATE OF TITLE

Inventory Control



Exhibit 2



Vehicle Identification Number
KNDMB5C11H6247338

Year
2017

Make
KIA

Model
Sedona

Body Style
4DPV

CAPITAL ONE AUTO FINANCE

PO BOX 660068

SACRAMENTO, CA 95866

Title Number
BV00018165015

Issue Date
6/14/2018

Odometer Reading (no tenths)
22021

Actual

Previous Title Number State

Issue Date

Arizona Brands

Other States With Brands

Owners

Sandi Dial

1336 S Spur

Mesa, AZ 85204-5942

Owner

Lienholder(s) as of the print date and lien effective date (Additional liens may exist. Check Vehicle Title Status on <https://azmvdnow.az.gov> to find all current liens.)

CAPITAL ONE AUTO FINANCE INC

Po Box 660068

Sacramento, CA 95866-0068

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

Exhibit 3



Advertisement

2007 Kia Sedona Pricing Report



Style: LX Minivan 4D
Mileage: 44,809

Vehicle Highlights

Fuel Economy: City 16/Hwy 23/Comb 19 MPG	Max Seating: 7
Doors: 4	Engine: V6, 3.8 Liter
Drivetrain: FWD	Transmission: Automatic
EPA Class: Minivan	Body Style: Van
Country of Origin: Korea	Country of Assembly: Korea

Sell To Private Party



Valid for ZIP Code 85003 through 07/30/2020

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V6, 3.8 Liter

Transmission

Automatic

Drivetrain

FWD

Braking and Traction

Traction Control
Stability Control
ABS (4-Wheel)

Comfort and Convenience

Air Conditioning
Air Conditioning, Rear
Power Windows
Power Door Locks
Cruise Control

Steering

Power Steering
Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo
CD/MP3 (Single Disc)

Safety and Security

Dual Air Bags
Side Air Bags

Seats

Quad Seating (4 Buckets)

Wheels and Tires

Alloy Wheels

Exterior Color

✓ Black

Glossary of Terms

Kelley Blue Book® Trade-in Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

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Exhibit 4

AIS Portfolio Services, LP

4515 N. Santa Fe Ave.
Oklahoma City, OK 73118

July 13, 2020

JOHN D YOHE
OSWALT LAW GROUP PC
3933 S MCCLINTOCK DRIVE STE 500
Tempe, AZ 85282

RE: Debtor: Sandi Dial
Case No.: 20-03096-MCW-7
Creditor: Capital One Auto Finance, a division of Capital One, N.A.
Account No.: [REDACTED]
File No.: [REDACTED]

Dear Sir/Madam:

AIS Portfolio Services, LP is the Bankruptcy Servicer of the above-mentioned Creditor. Please be advised that it is our understanding that the Debtor(s) has decided to voluntarily surrender the following property (the "Collateral") securing the Creditor's claim in bankruptcy: 2017 KIA Sedona Wagon LX V6.

The purpose of this letter is to confirm the intention of the Debtor(s) to surrender the Collateral, and to obtain your permission to contact the Debtor(s) directly in the event the Collateral has not yet been turned over to the Creditor. Additionally, Creditor requests confirmation from you that the Debtor(s) has no objection to the liquidation of the Collateral pursuant to applicable law.

Please acknowledge this letter where indicated below as evidence that you have no objection to the above-described actions taking place at this time; please also provide a current address where the Collateral is located, and a phone number where we can contact the Debtor(s) to make surrender arrangements if necessary. Please return the acknowledged letter to me by fax or US mail to the number or address at the top of this letter.

Alternatively, if the Debtor has decided not to surrender the Collateral or if the provisions of this letter are unacceptable for any reason, please contact me immediately.

Sincerely,
AIS Portfolio Services, LP

Preeti Agrawal
Preeti Agrawal
[REDACTED]

ACKNOWLEDGED AND AGREED TO BY:

JOHN D YOHE

Attorney for the Debtor(s)

Sandra Oswalt

Location: 1336 S. Spur
Mesa AZ 85204

Debtor Phone: [REDACTED]

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:

Steven Ryan Dial and Sandi Dial,

Debtors.

Chapter 7 Proceeding

No. 2:20-bk-03096-MCW

[PROPOSED]

Capital One Auto Finance, a division of Capital
One, N.A.,

Movant,
v.

Steven Ryan Dial and Sandi Dial,

Respondents.

**ORDER GRANTING MOTION FOR
RELIEF FROM THE AUTOMATIC
STAY**

Property Description:

2017 Kia Sedona VIN
KNDMB5C11H6247338

Pursuant to the Motion for Relief from the Automatic Stay (the “**Motion**”) filed by Capital One Auto Finance, a division of Capital One, N.A. (the “**Creditor**” or “**Movant**”) relating to the Collateral described as 2017 Kia Sedona VIN KNDMB5C11H6247338 (hereafter the “**Collateral**”) having been duly noticed and there being no objection:

IT IS ORDERED terminating the automatic stay as to the Collateral.

IT IS FURTHER ORDERED that all stays, including without limitation, confirmation orders, injunctions, restraining orders, and the automatic stays provided by 11 U.S.C. § 362 and § 524, be vacated with respect to the Collateral, or modified to permit Creditor or its successors and assigns, agents, attorneys, employees and such other persons as the Court shall deem appropriate to

1 take any and all lawful actions to enforce its valid legal remedies with regard to the Collateral
2 under the subject Contract, and non-bankruptcy law, including without limitation the rights (to
3 declare all sums to be immediately due and payable) and to obtain possession of the Collateral
4 through any lawful action.

5 IT IS FURTHER ORDERED waiving the fourteen (14) day provision of Bankruptcy Rule
6 4001(a)(3) that would stay the effectiveness of this Order because the Debtors agreed to surrender
7 the Collateral to Creditor, and the Creditor is in possession of the Collateral.

8 IT IS FURTHER ORDERED this Order is binding in the event this matter is converted to
9 another proceeding under the Bankruptcy Code.

10 IT IS FURTHER ORDERED Movant may file an amended proof of claim for any
11 deficiency balance within thirty (30) days of disposition of the Collateral, or by the claims bar date,
12 whichever is later.

13 **[Signed and dated above]**
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